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all but recital of the Articles

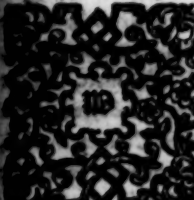
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*An ACT for Confirming and Establishing Articles
of Agreement for Dividing and Inclosing certain
open and common Fields in Burton Pidsea in
Holderness, in the County of York.*

C. 37.

 **H**ereas by Articles of Agreement, bearing Date the Fourth Day of November One thousand Seven hundred and Sixty, and made or mentioned to be made between the Right Worshipful *John Fountayne*, Doctor in Divinity, Dean of the Cathedral and Metropolitane Church of Saint *Peter* of *York*, and the Chapter of the same Church, who are jointly intituled to, and Owners and Proprietors of, all and singular the Tythes great and small, or of what Nature and Kind soever, coming, growing, happening, renewing, and arising, within the Township and Parish of *Burton Pidsea* in *Holderness*, in the County of *York*, or within the tythable Places thereof, now liable and subject to the Payment of all or any manner of Tythes whatsoever, and also Owners and Proprietors of several Parcels of Glebe Lands in the open Fields, Pastures, Pieces or Parcels of Grounds, in *Burton Pidsea* aforesaid, commonly called and known by the several Name and Names of the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, and *George Clapham* the younger, of *Burton Pidsea* aforesaid, Yeoman, Farmer of all the said Tythes and Glebe Lands, in virtue of a Lease to him thereof made by the said Dean and Chapter, bearing Date on or about the Fifth Day of *March* now last past, and made or mentioned to be made between the said Dean and Chapter of the One Part, and the said *George Clapham* the younger of the other Part, they the said Dean and Chapter, for the Considerations therein mentioned, did demise and lett to him the said *George Clapham* the younger all the said Tythes great and small, and Glebe Lands in *Burton Pidsea* aforesaid, or within the tythable Places thereof, to hold to him the said *George Clapham* the younger, for the Lives of *Butler Hutchinson*, *William Partridge*, and *George Clapham*, Son of the said *George Clapham* the younger, under the yearly Rent paying, therein mentioned, contained, and agreed, as in and by the said recited Lease, Relation being thereunto had, may appear, in the Manner, and according to the Proportions and Interests therein after particularly mentioned, of the One Part, and *Richard Burton*

Preamble recites the Articles.

one part

A

Burton of Hull Bank in the County of York, Esquire, Isabel Collings, Widow, Philip Young, Esquire, and Richard Howard, Merchant, all of Kingston upon Hull, John Storr of Hilsdon in the County of York, Esquire, Henrietta Mottram, Widow, and Relict of John Mottram, late of Saint Martin Stamford Baron in the County of Northampton, Esquire, deceased, and Margaret Mottram, Spinster, Mary Mottram, Spinster, and Henrietta Mottram, Spinster, Daughters and Co-heiresses of the said John Mottram, Francis Brown-smith of Styhead in the County of Essex, Esquire, and Elizabeth his Wife, James Bradshaw Pearson, of Stokesley in the County of York, Esquire, an Infant, under the Age of One and Twenty Years, by Francis Topham of the City of York, Esquire, and Matthew Duane of Lincoln-Inn, London, Esquire, his Guardians, Francis Farrah of Pilling in the said County of York, Gentleman, Robert Bell of Welwick in the said County of York, Gentleman, William Bell, Gentleman, and Marmaduke Canham, Yeoman, both of Elstrenwick in the said County of York, George Clapham the elder, Gentleman, Matthew Richardson, Yeoman, John Richardson, Yeoman, William Mair, Yeoman, Thomas Salmon, Yeoman, Leonard Salmon, Yeoman, Robert Wallis, Yeoman, Thomas Fenwick, Yeoman, Joslin Webster, Yeoman, Elizabeth Eaton, Widow, and Robert Wallis, House-Carpenter, Thomas Julian, Yeoman, Benjamin Waudby, Yeoman, Ann Cook, Widow, and John Wright, Yeoman, all of Burton Pidsea aforesaid, George Lee, of Easington in the said County of York, Yeoman, and Lydia his Wife, and John Tavinder, Yeoman, and David Tavinder, Yeoman, both of Burton Pidsea aforesaid, the said George Clapham the elder, and John Barchard, Yeoman, Churchwardens of the Parish-Church of Burton Pidsea aforesaid, Robert Milner of Hedon in the said County of York, Yeoman, and John Coates of Burton Pidsea aforesaid, Yeoman, Thomas Mitchinson, Yeoman, and Francis Blasbell, Yeoman, both of Ousfwick in the said County of York, Wallas Johnson of Etton in the said County of York, Yeoman, John Thompson, Yeoman, and William Milner, Yeoman, both of Preston in the said County of York, Nicholas Turner of Ridgement in the said County of York, Gentleman, George Beharrell of Wagon otherwise Warm in the said County of York, Yeoman, Robert Lyon of Beverley in the said County of York, Gentleman, William Christy of Rison in the said County of York, Yeoman, William Mitchinson of Skeffling in the said County of York, Yeoman, Robert Mitchinson of Garton in the said County of York, Yeoman, John Andrew of Sutton in the said County of York, Yeoman, Elizabeth Brough of Scarborough in the said County of York, Widow, and Michael Suddaby of Ryhill in the said County of York, Yeoman, being the rest of the Owners and Proprietors of and in the North Field, the South Field, the Green, the Ing Carr, and the Deep Carr, according to the Proportions, Parts, Shares, Parcels of Ground, Beasts-gates, Common and Right of Common of Average, and other Rights and Interests, severally and respectively therein and herein after particularly mentioned, of the other Part: After reciting that there are in the Lordship of Burton Pidsea aforesaid Five large open Fields, Pieces or Parcels of Ground, commonly called, known, and distinguished, by the several and respective Name and Names of the North Field, the South Field, the Greens, the Ing Carr, and the Deep Carr, and which are the Inheritance of the several and respective Parties herein above named, who have therein respectively the several Quantities and Proportions of Land, and Beasts and Horse-gates, in the said Deep Carr, and Right of Common, or Right of Common of Average, for their respective commonable Cattle in the North Field, the South Field, the Greens, and the Ing Carr, in the Manner, and in the Proportions, Parts, Shares, and Quantities, therein and herein after particularly mentioned and described, that is to say, the said Dean and Chapter, and George Clapham the younger, Forty-eight Acres in the North Field, Thirty-six Acres in the South Field, Twelve Acres in the Greens, Twelve Acres in the Ing Carr, and Twelve Beasts-gates or Pasture for Twelve Beasts or Six Horses in the Deep Carr, the said Richard Burton Fifty-seven Acres in the North Field, Forty-three Acres in the South Field, Fourteen Acres in the Greens, Fifteen Acres in the Ing Carr, and Fifteen Beasts-gates or Pasture for Fifteen Beasts or Seven Horses and the half of a Horse-gate in the Deep Carr, the said Isabel Collings Twelve Acres in the North Field, Ten Acres in the

South

Other p^t

South Field, Two Acres in the *Greens*, Three Acres in the *Ing Carr*, and Three Beast-gates, or Pasture for Three Beasts or One Horse, and the half of One Horse-gate in the *Deep Carr*, the said *Philip Young* Twenty-four Acres in the *North Field*, Twenty Acres in the *South Field*, Four Acres in the *Greens*, Six Acres in the *Ing Carr*, and Six Beast-gates, or Pasture for Six Beasts or Three Horses in the *Deep Carr*, the said *Richard Howard* Sixty-six Acres in the *North Field*, Fifty-four Acres in the *South Field*, Sixteen Acres in the *Greens*, Eighteen Acres in the *Ing Carr*, and Twenty Beast-gates, or Pasture for Twenty Beasts or Ten Horses in the *Deep Carr*, the said *John Storr* Thirty-nine Acres in the *North Field*, Twenty-nine Acres in the *South Field*, Ten Acres in the *Greens*, Nine Acres in the *Ing Carr*, and Nine Beast-gates or Pasture for Nine Beasts or Four Horses, and the half of One Horse-gate in the *Deep Carr*, the said *Henrietta Mottram*, *Margaret Mottram*, *Mary Mottram*, and *Henrietta Mottram*, Forty-eight Acres in the *North Field*, Thirty-six Acres in the *South Field*, Twelve Acres in the *Greens*, Twelve Acres in the *Ing Carr*, and Twelve Beast-gates or Pasture for Twelve Beasts or Six Horses in the *Deep Carr*, the said *Francis Brownsmith* and *Elizabeth* his Wife Twenty-four Acres in the *North Field*, Twenty Acres in the *South Field*, Four Acres in the *Greens*, Six Acres in the *Ing Carr*, and Ten Beast-gates or Pasture for Ten Beasts or Five Horses in the *Deep Carr*, the said *James Bradshaw Pearson* Forty-five Acres in the *North Field*, Thirty Acres in the *South Field*, Fifteen Acres in the *Greens*, Ten Acres in the *Ing Carr*, and Ten Beast-gates or Pasture for Ten Beasts or Five Horses in the *Deep Carr*, the said *Francis Farrab* Thirty-six Acres in the *North Field*, Twenty-four Acres in the *South Field*, Twelve Acres in the *Greens*, Nine Acres in the *Ing Carr*, and Nine Beast-gates or Pasture for Nine Beasts or Four Horses and the half of a Horse-gate in the *Deep Carr*, the said *Robert Bell* Three Acres in the *North Field*, Three Acres in the *South Field*, and Three Acres in the *Ing Carr*, the said *William Bell* Nine Acres in the *North Field*, Six Acres in the *South Field*, Three Acres in the *Greens*, One Acre and Two Roods in the *Ing Carr*, and One Beast-gate and the half of a Beast-gate or Pasture for One Beast and the half of a Beast in the *Deep Carr*, the said *Marmaduke Canham* Nine Acres in the *North Field*, Six Acres in the *South Field*, Three Acres in the *Greens*, One Acre and Two Roods in the *Ing Carr*, and One Beast-gate and the half of a Beast-gate or Pasture for One Beast and the half of a Beast in the *Deep Carr*, the said *George Clapham* the elder Nineteen Acres in the *North Field*, Seventeen Acres in the *South Field*, Three Acres in the *Greens*, Four Acres in the *Ing Carr*, and Four Beast-gates or Pasture for Four Beasts or Two Horses in the *Deep Carr*, the said *Matthew Richardson* Twelve Acres in the *North Field*, Ten Acres in the *South Field*, Two Acres in the *Greens*, Three Acres in the *Ing Carr*, and Three Beast-gates or Pasture for Three Beasts or One Horse and the half of a Horse-gate in the *Deep Carr*, the said *John Richardson* Twelve Acres in the *North Field*, Ten Acres in the *South Field*, Two Acres in the *Greens*, Three Acres in the *Ing Carr*, and Three Beast-gates or Pasture for Three Beasts or One Horse and the half of a Horse-gate in the *Deep Carr*, the said *William Mair* Forty-eight Acres in the *North Field*, Forty Acres in the *South Field*, Eight Acres in the *Greens*, Twelve Acres in the *Ing Carr*, and Fourteen Beast-gates or Pasture for Fourteen Beasts or Seven Horses in the *Deep Carr*, the said *Thomas Salmon* Nineteen Acres in the *North Field*, Fourteen Acres in the *South Field*, Five Acres in the *Greens*, Five Acres in the *Ing Carr*, and Five Beast-gates or Pasture for Five Beasts or Two Horses and the half of a Horse-gate in the *Deep Carr*, the said *Leonard Salmon* Fifteen Acres in the *North Field*, Nine Acres in the *South Field*, Six Acres in the *Greens*, Three Acres in the *Ing Carr*, and Three Beast-gates or Pasture for Three Beasts or one Horse and the half of a Horse-gate in the *Deep Carr*, the said *Robert Wallis* Three Acres in the *North Field*, Two Acres and Two Roods in the *South Field*, Two Roods in the *Greens*, and One Acre in the *Ing Carr*, the said *Thomas Fenwick* Twelve Acres in the *North Field*, Nine Acres in the *South Field*, Three Acres in the *Greens*, Three Acres in the *Ing Carr*, and Three Beast-gates or Pasture for Three Beasts or One Horse and the half of a Horse-gate in the *Deep Carr*, the said *Joslin Webster* Five Acres in the *North Field*,

Field, Three Acres in the *South Field*, Two Acres in the *Greens*, One Acre and Two Roods in the *Ing Carr*, and One Beast-gate and the half of a Beast-gate or Pasture for One Beast and the half of a Beast in the *Deep Carr*, the said *Elizabeth Eaton* and *Robert Wallis* Three Acres in the *North Field*, and Three Acres in the *South Field*, the said *Thomas Julian* Six Acres in the *North Field*, Four Acres in the *South Field*, Two Acres in the *Greens*, One Acre and Two Roods in the *Ing Carr*, and One Beast-gate and the half of a Beast-gate or Pasture for One Beast and the half of a Beast in the *Deep Carr*, the said *Benjamin Waudby* One Acre and One Rood in the *North Field*, the said *Ann Cooke* Three Acres in the *North Field*, Three Acres in the *South Field*, One Acre in the *Ing Carr*, and One Beast-gate or Pasture for One Beast in the *Deep Carr*, the said *John Wright* Four Acres in the *North Field*, and Four Acres in the *South Field*, the said *George Lee*, and *Lydia* his Wife, *John Tavinder*, and *David Tavinder*, Eight Acres in the *North Field*, Six Acres in the *South Field*, Two Acres in the *Greens*, Two Acres in the *Ing Carr*, and Two Beast Gates or Pasture for Two Beasts or One Horse in the *Deep Carr*, the said *George Clapham* the elder, and *John Barchard*, for the Use of the said Church, One Acre in the *North Field*, the said *Robert Milner* and *John Coates*, Six Acres in the *North Field*, Four Acres in the *South Field*, Two Acres in the *Greens*, One Acre and Two Roods in the *Ing Carr*, and One Beast-gate, and the Half of a Beast-gate or Pasture for One Beast, and the Half of a Beast in the *Deep Carr*, the said *Thomas Mitchinson*, One Acre in the *North Field*, and One Acre in the *South Field*, the said *Francis Blafbell* Eighteen Acres in the *North Field*, Fourteen Acres in the *South Field*, Four Acres in the *Greens*, Three Acres in the *Ing Carr*, and Three Beast-gates or Pasture for Three Beasts, or One Horse and the Half of a Horse-gate in the *Deep Carr*, the said *Wallis Johnson* Twenty-four Acres in the *North Field*, Eighteen Acres in the *South Field*, Six Acres in the *Greens*, Six Acres in the *Ing Carr*, and Six Beast-gates or Pasture for Six Beasts, or Three Horses in the *Deep Carr*, the said *John Thompson* Four Acres in the *North Field*, Three Acres in the *South Field*, One Acre in the *Greens*, One Acre and Two Roods in the *Ing Carr*, the said *William Milner*, Three Acres in the *North Field*, Three Acres in the *South Field*, and One Acre in the *Ing Carr*, the said *Nicholas Turner*, Twenty-five Acres in the *North Field*, Twenty Acres in the *South Field*, Five Acres in the *Greens*, Six Acres and Two Roods in the *Ing Carr*, and Six Beast-gates and the Half of a Beast-gate, or Pasture for Six Beasts and the Half of a Beast, or Three Horses in the *Deep Carr*, the said *George Bebarrel* Twelve Acres in the *North Field*, Nine Acres in the *South Field*, Three Acres in the *Greens*, Three Acres in the *Ing Carr*, and Three Beast-gates or Pasture for Three Beasts, or One Horse and the Half of an Horse-gate in the *Deep Carr*, the said *Robert Lyon* One Acre and Two Roods in the *Ing Carr*, and Five Beast-gates or Pasture for Five Beasts or Two Horses and the Half of a Horse-gate in the *Deep Carr*, the said *William Christy* Three Acres in the *North Field*, Two Acres and Two Roods in the *South Field*, and Two Roods in the *Greens*, the said *William Mitchinson* Thirty-three Acres in the *North Field*, Twenty-seven Acres in the *South Field*, Six Acres in the *Greens*, Nine Acres in the *Ing Carr*, and Nine Beast-gates, or Pasture for Nine Beasts, or Four Horses and the Half of a Horse-gate in the *Deep Carr*, the said *Robert Mitchinson* Thirty-two Acres in the *North Field*, Thirty Acres in the *South Field*, Twelve Acres in the *Greens*, Ten Acres in the *Ing Carr*, and Ten Beast-gates or Pasture for Ten Beasts or Five Horses in the *Deep Carr*, the said *John Andrew* Six Acres in the *North Field*, and Six Acres in the *South Field*, the said *Elizabeth Brough* Twelve Acres in the *North Field*, Ten Acres in the *South Field*, Two Acres in the *Greens*, Three Acres in the *Ing Carr*, and Three Beast-gates or Pasture for Three Beasts or One Horse and the Half of a Horse-gate in the *Deep Carr*, and the said *Michael Suddaby* Nine Acres in the *North Field*, Six Acres in the *South Field*, Three Acres in the *Greens*, Two Acres in the *Ing Carr*, and Two Beast-gates or Pasture for Two Beasts or One Horse in the *Deep Carr*; and that no other Person or Persons, Bodies Politick and Corporate, had any Property, Right, Share, Title, or Interest, in the said *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, or in all

or each or any of them, save the several and respective Parties above-named ; and also reciting, that the said several Parties to the said Articles, for the better Improvement of their several Estates, Rights, and Interests in the same *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, were desirous that the same might be divided and inclosed, and that some particular Part and Parts, Share and Shares, of the said several and respective Lands, Grounds, and Premises, thereby agreed and intended to be inclosed, should be allotted to, and assigned to each several and respective Owners and Proprietors thereof and therein respectively, to be held and enjoyed by them respectively in Severalty for ever, in lieu of their several Shares, Parts, Parcels, Proportions, Quantities of Ground, Beast and Horse-gates and Common or Right of Common of Average in the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*; and also reciting, that the said Dean and Chapter had, on Behalf of themselves and their Successors, Lessees and Assigns, agreed with all and every other the Owners and Proprietors of Lands and Grounds, of and in the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, to accept and take of them, severally and respectively, the several and respective yearly or Composition Tythe Rents, as well in Proportion to the Number of Acres, Roods, and Perches, which, upon such Division and Inclosure, should be allotted and assigned to them respectively, in the *North Field*, the *South Field*, the *Greens*, and the *Deep Carr*, for and in lieu of their respective Shares of Grounds, Common of Pasture, or Right of Common of Average, or other their several and respective Interests therein respectively, after the Rate of One Shilling and Four Pence for every Acre, in lieu and full Satisfaction of all and all Manner of Tythes, great and small, or of what Nature or Kind soever, to arise, renew, happen, or grow, in or upon their said several and respective Allotments in the *North Field*, the *South Field*, the *Greens*, and the *Deep Carr*; and in regard that the Lands in the *Ing Carr*, were not, nor will not when allotted, be of near so much Value as the Lands in the *North Field*, the *South Field*, the *Greens*, and the *Deep Carr*, the Sum of One Shilling for every Acre, in lieu and full Satisfaction of all manner of Tythes, great and small, or of what Nature or Kind soever, to arise, renew, happen, or grow, in or upon their said several and respective Allotments in the *Ing Carr*, and in the same Proportion for a less Quantity than an Acre, as the Commissioners therein and herein after agreed, named, and appointed, or any Two of them, in their Judgments and Discretions, should, on making and publishing their Award, as therein after is agreed and mentioned, fix, direct, limit, appoint, and award, in lieu and full Satisfaction of all and all Manner of Tythes, as well great as small, or of what Nature or Kind soever, to arise, happen, renew, or grow, as well upon all and every the then intended to be inclosed Grounds and Premises in the *North Field*, the *South Field*, the *Greens*, and the *Deep Carr*, as in and upon all the then old Inclosed Lands and Grounds, and Premises, of all and every or any of the said Owners and Proprietors, therein before named, situate, lying, and being, in *Burton Pidsea* aforesaid, or within the Fields, Limits, Precincts, and Tythable Places thereof, it being the true Intent and Meaning of all the said Parties thereto; and so it was thereby declared, consented, and agreed, that the same yearly Composition or Tythe-rent should be paid and accepted, and should, by the Commissioners therein after named, be awarded, as well for all the then old Inclosed Lands, Grounds, and Premises, in the Township of *Burton Pidsea* aforesaid, and the tythable Places thereof, as for all the several and respective Allotments, to be made to all and every or any of the said Proprietors of Lands, Parties thereto, of and in the *North Field*, the *South Field*, the *Greens*, and the *Deep Carr*, or all, or either, or any of them; and also reciting, that the said several Parties to the said Articles, for the better Improvement of their several Estates, Rights, and Interests, in the same *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, were desirous that the same might be divided and inclosed, and that some particular Part or Share, Parts or Shares, of the said several and respective Lands, Grounds, and Premises, thereby agreed and intended to be inclosed, should and might be allotted to and assigned to each and every of the said Owners and Proprietors, as well of the said several and respective Grounds, Lands, and Premises, in the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, respectively, to be held and enjoyed by

them respectively, in Severalty for ever, in lieu of their said several Shares, Parts, Parcels, Proportions, and Quantities of Ground and Common, or Right of Common of Average, in the *North Field*, the *South Field*, the *Greens*, and the *Ing Carr*, respectively, and of their Commons, or Right of Common, for their respective Beasts and Horses in the said *Deep Carr*; and also reciting, that the said *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, and Premises thereby intended and agreed to be inclosed, were capable of very great Advantages and Improvements, and if the same were divided and inclosed would be of great Benefit and Advantage to all the said Owners and Proprietors thereof and therein respectively; it is witnessed by, and mutually covenanted, concluded, consented, declared, and agreed, by and between all the said Parties to the said Articles, that for the better Improvement and improving of the several and respective Estates and Interests of the said Owners and Proprietors aforesaid, of and in the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, and their and each and every of their said several Shares of Grounds, Proportions, Parts, Beast and Horse-gates, Rights of Common of Pasture, and Right of Common of Average, Rights and Interests therein respectively, that the same should all be thrown into an Average, and that a Division and Inclosure should be made of all the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, in manner as therein after is mentioned, and that the Right of Common of Average in the *North Field*, the *South Field*, the *Greens*, and the *Ing Carr*, and the Right of Usage of stocking with Beasts or Horses respectively, in the *Deep Carr*, and all other Rights, Usages, Privileges, and Advantages, of Right of Common of Average, Right or Usage of stocking with Beasts or Horses, or otherwise respectively, or any other Right or Usage of stocking whatsoever or howsoever, theretofore used, had, and enjoyed, in and upon the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, or all or any other the Grounds, Lands, and Premises, therein before mentioned, agreed, and intended to be divided and inclosed, should, from and immediately after the Commissioners or Agents therein after named and appointed, or any Two of them, should have made their Award and Determination, of and concerning the Matters and Things thereby agreed to be referred to them, under their Hands and Seals, or under the Hands and Seals of any Two of them, should cease, determine, and be at an End, and should for ever then after be fully, effectually, and absolutely extinguished, to all Intents and Purposes whatsoever, and that the same should be divided, allotted, and assigned, by the said Commissioners or Agents, therein after named and appointed, or any Two of them, to and amongst the several Owners and Proprietors aforesaid, in Proportion to his, her, their, each and every of his, her, and their, several and respective Rights, Shares of Grounds, Parts, Proportions, Beast or Horse-gates, Right of Common of Average, Rights and Interests therein respectively as aforesaid, and in such Places and Parts of the said several open Fields, Pastures, Pieces or Parcels of Ground, and in such Parts, Proportions, and Shares, therein after mentioned and agreed, to be by them respectively held and enjoyed, in Severalty for ever, in lieu of his, her, and their said several and respective Rights, Parts and Shares of Ground, Proportions, Beast or Horse-gates, Right of Common of Average, or other Rights and Interests therein respectively: And for the Purposes aforesaid it was thereby covenanted, concluded, consented, declared, and agreed, by and between all the said Owners and Proprietors, and Parties thereto, that *Peter Nevil*, of *Benningholm Grange*, in the said County of *York*, Gentleman, and *Charles Tate*, of *Kingston upon Hull*, aforesaid, should each of them, with all convenient Speed, take a full, exact, and distinct Survey and Admeasurement of the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, and of each and every of the Share and Shares, Parts, Proportions, Rights, and Interests of the said several and respective Owners and Proprietors therein respectively, in each and every Fall, Place, and Platt, and reduce the same into Writing, and shall lay the same before the Commissioners or Agents therein after named, on or before the Twenty-fourth Day of *September* next, so as the said Commissioners or Agents therein after named, may proceed therein, in order to divide and make such Division and Inclosure, and new Allotments of and in the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, and

to do all such other Acts, Matters, and Things, as were therein and thereby agreed upon, and they were empowered to act and do; and that *John Dickinson of Beverley*, in the said County of *York*, Gentleman, *John Lund*, of the City of *York*, Gentleman, and *Robert Buckels*, of *Kayingham Marsh*, in the said County of *York*, Gentleman, or any Two of them, should be their Commissioners or Agents, with full Power and Authority for them, or any Two of them, to divide, allot, set forth, and assign, by Metes and Bounds, under the Proviso, Directions, Limitations, Restrictions, and Agreements, therein after mentioned, directed, and contained, all the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, unto and amongst all, and each, and every of the said several Owners and Proprietors, of and in the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, so intended and agreed to be divided and inclosed, and in such Parts and Places thereof respectively, as the said Commissioners or Agents, or any Two of them, in their Judgments, should think most equal and convenient, in lieu and full Satisfaction and Recompence of their several and respective Rights, Parts, Shares, Parcels, and Proportions of Grounds, in the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, and of their Right of stocking with Beast or Horses, and of their Right of Common of Average in all and every or any of the said Grounds and Premises, thereby agreed and intended to be divided and inclosed, the said Commissioners or Agents, in such Allotments so to be made respectively, having a due Regard, as well to each and every particular Person's, Owner's, and Proprietor's Interest in the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, and of their Right of stocking with Beasts or Horses, and Right of Common of Average or otherwise therein, and the distinct Valuation of the Grounds, as also to the Quantity and Quality of Lands and Conveniences to him, her, or them, to be awarded and allotted, and not giving to any of the said Proprietors or Persons, interested therein respectively, any undue Preference, in respect to any Allotments to be made to him, her, or them, respectively: And it is thereby further mutually covenanted, consented, concluded, declared, and agreed, that such Shares, Proportions, and Allotments, to be set out and made by the said Commissioners or Agents, or any Two of them, should be binding and conclusive to all and every the said Owners and Proprietors, their each and every of their respective Heirs, Executors, Administrators, Successors, and Assigns, respectively, and that each and every of the said Owners and Proprietors, their Heirs, Successors, and Assigns, respectively, should have, hold, and enjoy, his, her, and their several and respective Parts, Shares, Proportions, and Allotments, in Severalty, freed and discharged from all Claim or Right of stocking with Beasts, and of all Right of Common of Average, or any other Right or Claim whatsoever of each other of them, and should have the same and the like Estate and Interest in such his, her, or their Shares, Parts, Proportions, and Allotments, so to be awarded and allotted (when awarded and allotted) as he, she, or they respectively then had in the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, or each or any of them, or all other Interest, in respect and lieu and stead whereof such Allotment and Allotments were to be made, without any Claim, Title, or Disturbance, to be made or done or given, one to another, by any of the said Owners and Proprietors, Parties thereto, or any other Person or Persons whatsoever, claiming or to claim by, from, or under, him, her, or them, or each or either or any of them, their or each or either or any of their Heirs or Assigns (save and except by the said Dean and Chapter, their Successors, Lessees, or Assigns, for or in Respect of the Tythe Rents to be paid to them, their Successors, Lessees, or Assigns, by each of the other Owners and Proprietors, Parties to the said Articles, in Manner therein before agreed): And it is thereby further agreed, That the said Commissioners or Agents, or any Two of them, should have full Power and Authority to leave sufficient Quantities of Ground where the Highways or Roads, leading to and from the Town of *Burton Pidsea* aforesaid, to all or any Town or Place whatsoever, or to or from any Town or Place to the Town of *Burton Pidsea* aforesaid, then was and were used, or in such other Place and Places as might by the said Commissioners or Agents, or any Two of them, be thought most convenient

venient for the Highways leading from or to the said Town of *Burton Pidsea* as aforesaid; and should also order and set forth all and all Manner of private Ways or Roads, in and through the said thereby intended new Inclosures, and all the Ditches, Cloughs, Drains, Sewers, Waters, Watercourses, Fences, Gates, Rails, Bridges, Arches, and Stiles, that were to be made in and upon the same, and how and by whom, and in what Time, the same should be made, and for ever thereafter be repaired and maintained, and to set forth, order, and do all and every other Act, Matter, and Thing whatsoever, needful and necessary for the perfecting and completing the said Inclosures, as to them, or any Two of them, in their Award should seem meet, so as the said Commissioners or Agents, or any Two of them, make their Award and Determination upon the Matters and Things to them thereby referred, in Writing under their Hands and Seals, or under the Hands and Seals of any Two of them, on or before the Twenty-fifth Day of *March*, which shall be in the Year of our Lord One thousand Seven hundred and Sixty-two; and it is thereby covenanted and agreed, by and between the said Dean and Chapter, on Behalf of themselves, and their Successors, Lessees, and Assigns, and the rest of the Owners and Proprietors, Parties to the said Articles, that as well each and every Allotment and Allotments (save and except for the Allotment and Allotments to be made in the *Ing Carr*, for which One Shilling by the Year by the Acre Tythe-rent should be only paid, as is therein before declared and agreed concerning the same, and in that Proportion for a less Quantity than an Acre, and no more) to be made to the said several Owners and Proprietors, Parties to the said Articles, out of or in the *North Field*, the *South Field*, the *Greens*, and the *Deep Carr*, thereby agreed and intended to be divided and inclosed as aforesaid; as also all the now inclosed Grounds or old Inclosures, as well of the said Dean and Chapter as of the rest of the said Parties thereto respectively in *Burton Pidsea* aforesaid, or within the Tythable Places thereof, should, from and after the making and publishing such Award as aforesaid, be charged and chargeable with the Payment of such yearly Tythe-rent, or Rent-charge, as, after the Rate of One Shilling and Four Pence by the Acre by the Year, should be in Proportion to the Number of Acres, Roods, and Perches, to be contained, as well in each Allotment in the *North Field*, the *South Field*, the *Greens*, and the *Deep Carr*, as also in all the now inclosed Lands, Grounds, and Premises, as well of them the said Dean and Chapter, as of all and every other and others of the said Owners and Proprietors, Parties thereto, in *Burton Pidsea* aforesaid, or within the Tythable Places thereof (save and except the Allotments to be made in the *Ing Carr* as aforesaid), to be paid to the said Dean and Chapter, or to the said *George Clapham* the younger, and their the said Dean and Chapter's Successors, Lessees, or Assigns, and the first Payment of every such Tythe-rent or Rent-charge, to be made and paid, at or on the First Day of *January*, next and immediately happening after the making of the said Award, for and in lieu, and in full Satisfaction; and that the said Dean and Chapter, or the said *George Clapham* the younger, or their the said Dean and Chapter's Successors, Lessees, or Assigns, should accept and take the same several Tythe-rents, in the Sums, Proportions, and Payments, and in manner therein before agreed, for and in lieu, and full Satisfaction and Discharge, of all Manner of Tythes whatsoever, of what Nature or Kind soever, which should yearly or otherwise thereafter for ever come, grow, renew, or arise, within or upon each and every such several and respective Allotment and Allotments in the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, or all or any of the now inclosed Grounds or old Inclosures, as well of them the said Dean and Chapter, as of all and every of the said several Owners and Proprietors, Parties thereto respectively, in *Burton Pidsea* aforesaid, or within the tythable Places thereof, every such Tythe-rent and Rents, so agreed to be paid and accepted as aforesaid, to be likewise fixed, settled, and ascertained, by the said Commissioners or Agents, or any Two of them, in their said Award, so to be made as aforesaid: And it is thereby covenanted, consented, declared, and agreed, by and between all the said Owners and Proprietors, Parties to the said Articles, for themselves

themselves

selves and for their several and respective Heirs and Assigns, and the said Dean and Chapter and *George Clapham* the younger, That as well the Lands, Grounds, and Premises, to be mentioned and contained in every Allotment and Allotments to be made in the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, and all other the now inclosed Grounds or old Inclosures, as well of them the said Dean and Chapter, as of all and every the said Owner or Owners and Proprietors, Parties thereto, lying and being in *Burton Pidsea* afore said, or within the tythable Places thereof, should be liable and open to the Distress of the said Dean and Chapter, their Lessee or Lessees, Successors or Assigns, for the Tythe-rent and Tythe-rents, be respectively charged, and fixed thereon respectively, as afore said, when and so often as the same, or any Part thereof, should be in Arrear, behind-hand, and unpaid, on the Day and Time of Payment on which the same should be ordered and awarded by the said Commissioners or Agents, or any Two of them, in the making of their said Award to be paid; and that the Distress and Distresses thereupon to be found, should be subject and liable to be disposed of according to the Laws now in force concerning Distresses for Rent reserved on Leases for Years: And it was thereby mutually covenanted, consented, declared, and agreed, by and between all the said Owners and Proprietors, Parties to the said Articles, That if any One or more of the said Commissioners or Agents, therein before named and appointed, should happen to die, or refuse to act, before the said Award or Determination be made and finished as afore said, that then, and in such Case, it should and might be lawful for such of the said Commissioners or Commissioner as should survive, or be willing to act, by virtue of the said Articles, by any Writings or Writing under their or his Hands and Seals, Hand and Seal, from time to time, to elect, chuse, nominate, and appoint, One or more fit Person or Persons, not interested in the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, or any of them, to be, and who should be, Commissioner or Agent, Commissioners or Agents, in the Room, Place, and Stead, of such Commissioner or Agent, Commissioners or Agents, who should happen to die, or refuse to act, as afore said; and that such Person or Persons, so to be elected, nominated, and chosen, as afore said, should and might act in the Execution of all and every the Powers and Authorities thereby directed and agreed to be vested in them, and have the same Power and Authority, in every particular and respect, to all Intents and Purposes, as if he or they had been thereby nominated and appointed a Commissioner or Commissioners, Agent or Agents, so as such new Commissioner or Commissioners, Agent or Agents, should be elected and chosen within Six Weeks next after the Decease of such Commissioner or Commissioners, Agent or Agents, so dying or refusing to act, as afore said; and in the mean time, or in Default of such Election, the surviving Commissioners should proceed in and about the completing and finishing the said intended new Inclosure and Divisions, as though no such Death or Refusal had happened; any thing therein contained to the contrary thereof in any-wise notwithstanding: And it is thereby further mutually covenanted, consented, declared, and agreed, by and between all the said Owners and Proprietors of and in the said open Fields, Pasture Grounds, Pieces or Parcels of Ground, Parties to the said Articles, That proper Means and Applications should be taken and made for obtaining an Act of Parliament, with all convenient Speed, for the better making and confirming the said intended Divisions and Inclosures, and setting, fixing, and ascertaining, the said several yearly Tythe-rents or Rent-charges to be made, as well in or out of the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, and each and every of them, severally and respectively, in manner afore said, as also out of all and every the now inclosed Lands and Grounds, or old Inclosures of all the said Owners and Proprietors, Parties thereto, in *Burton Pidsea* afore said, to the said Dean and Chapter, their Lessee or Lessees, Successors and Assigns, in Lieu and Discharge of all and all manner of Tythes whatsoever, of what Nature or Kind soever respectively, coming, growing, or arising, as well in and upon every such Allotment and Allotments, and new inclosed Grounds, as upon all the now inclosed Grounds, or old Inclosures, in *Burton Pidsea* afore said, or within the tythable Places thereof respectively, according to the Agreements

aforesaid, as by the said Commissioners or Agents, or any Two of them, or their Counsel learned in the Laws of this Realm, should be ordered, directed, or advised; and that all the Charges and Expences, in and about the drawing and ingrossing the Articles, procuring the same to be executed, and Journeys soliciting and obtaining such Act of Parliament, and all the Charges and Expences of surveying and measuring the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, and of all the said now inclosed Grounds and old Inclosures, in *Burton Pidsea* aforesaid, and all the Charges of the said Surveyors and Commissioners attending and taking Instructions for the Award, drawing, and Ingrossing, and Infolling the same, and the said Articles, and all manner of other incidental Charges and Expences whatsoever, of what Nature or Kind soever, relating to the securing to every of the said Owners and Proprietors of and in the said several open Fields, Pieces or Parcels of Ground, the Allotments to be made to them respectively, and to the said Dean and Chapter, their Lessee or Lessees, Successors and Assigns, the Tythe-rents or Rent-charges, thereby agreed to be paid and laid thereon respectively, pursuant to the true Intent and Meaning of the said Articles, should be jointly borne and paid by every respective Owner and Proprietor in the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, and old Inclosures, in *Burton Pidsea* aforesaid, and the tytheable Places thereof, their respective Guardians or Trustees, in manner therein before agreed concerning the same; but the said Tythe-rents to be paid to the said Dean and Chapter, their Lessee or Lessees, Successors or Assigns, as aforesaid, should not be charged or chargeable with any of the said Charges or Expences, or any Part or Proportion thereof: And it was thereby covenanted and agreed, That in order to preserve the Quicks and Thornwood that should or might be ordered, directed, and awarded, by the said Commissioners or Agents, or any Two of them, in their Award, to be planted or set in all or any Part or Parts of the said open Fields, Pasture Grounds, Pieces or Parcels of Ground, and Premises, thereby agreed and intended to be divided and inclosed as aforesaid, none of the said Owners and Proprietors of and in the said open Fields, Pasture Grounds, Pieces or Parcels of Ground, and Premises, therein before mentioned, and intended to be divided and inclosed as aforesaid, should, for the Space, Term, and Time of Seven Years, from the making and publishing the said intended Award, stock or put any Sheep whatsoever into or upon all or any Part of the said open Fields, Pasture Grounds, Pieces or Parcels of Ground, Lands, and Premises, herein before mentioned, intended, and agreed, to be inclosed and divided as aforesaid; any thing therein contained to the contrary thereof in any wise notwithstanding: And it was thereby further mutually covenanted, consented, declared, and agreed, by and between all the said Owners and Proprietors of and in the said open Fields, Pasture Grounds, Pieces or Parcels of Ground, Parties thereto, That the said intended Act, or any thing herein or therein contained, or to be contained, should not extend, or be construed, deemed, or taken, to extend, to revoke or make void, or in any wise to alter, any Deed or Deeds, Will or Wills, Settlement or Settlements, Lease or Leases, or to prejudice any Person or Persons having or claiming any Dower, Jointure, Portion, Debt, or Incumbrance, out of, upon, or affecting, any of the said Lands, Grounds, or Right of Common, or Right of Stocking, before-mentioned, or any Part or Parcel thereof respectively; but that the several Lands and Grounds, so to be assigned and allotted, upon the said intended Division and Inclosure, to the several Proprietors of the said Lands, Grounds, or Common Right, or Right of Stocking respectively, should, immediately after such Allotments made, be, remain, and enure, and should be held and enjoyed, and the several Persons to whom the same should be assigned and allotted, should from thenceforth, severally and respectively, stand and be seised thereof, to such and the same Uses, and to and for such Estate and Estates, and subject to the same Wills, Settlements, Leases, Powers, Limitations, Remainders, Shares, Alienation Fines, and Rents, Services, and Incumbrances, as the several Lands, Grounds, or Common Right, or Right of Stocking, in lieu whereof such several and respective Allotments should, by virtue of the said intended Act, or of the said Articles, be so made and assigned as aforesaid, should and would have been subject and liable to be charged with and affected by, in every particular and respect, in case the

said

said intended Act, or the said Articles, had not been made; in which said Articles is contained a Proviso, purporting, that nothing therein contained should be construed to defeat, lessen, or prejudice, the Right, Title, and Interest of *William Constable*, of *Burton Constable* in the County of *York*, Esquire, or his Heirs, Executors, Administrators, Successors, or Assigns, Lord or Lords of the Manor or Manors, whereof or wherein the said Lands or Grounds, so agreed and intended to be inclosed and divided as aforesaid, are held, or doth lie, of, in, and to, the Seignior and Royalties incident and belonging to the said Manor or Manors; but that every such Lord or Lords, and his and their Heirs, Executors, Administrators, Successors, and Assigns, for the Time being, should and might, from time to time, and at all Times for ever thereafter, hold and enjoy all Fines of Alienation, Rents, Services, Courts, Perquisites and Profits of Courts, Goods and Chattels of Felons, Fugitives, Felons of themselves, and Persons put in Exigent, Deodands, Waifs, Estrays, Forfeitures, and other Royalties and Seigniories whatsoever, to such Manor or Manors, or to the Lord or Lords thereof respectively, incident, belonging, or appertaining, in as full, ample, and beneficial a manner, to all Intents and Purposes, as he, they, or any of them, could or might have held and enjoyed the same, in case the said intended Act, or the said Articles, had not been made; any thing herein or therein contained or to be contained to the contrary thereof in any wise notwithstanding: And it is thereby mutually covenanted, consented, declared, and agreed, by and between all the said Owners and Proprietors, Parties thereto, That they, and each and every of them respectively, and their respective Heirs, Executors, Administrators, Successors, or Assigns, should and would pay their, and each and every of their, several and respective Proportion and Proportions, Part and Parts, Share and Shares, of the Charges, Allowances, and Expences above-mentioned, which should be fixed, allowed, and ascertained, by the said Commissioners or Agents, or any Two of them, to be by them the said Owners and Proprietors, Parties thereto respectively, paid as aforesaid to such Person or Persons, and in such Sums, Proportions, and Payments, and in Manner, as by the said Commissioners or Agents, or any Two of them, should, by Writing under their Hands and Seals, or under the Hands and Seals of any Two of them, direct, order, and appoint, to receive the same: And it was thereby lastly mutually and reciprocally covenanted and agreed by and between all the said Owners and Proprietors, Parties to the said Articles, That they, and each and every of them, severally and respectively, should and would stand to, obey, abide, and perform, the Award, Order, Determination, and Allotment, of the said Commissioners or Agents, or any Two of them, touching and concerning any of the Matters and Things to be to them referred as aforesaid; and that in case at any Time after such Award, Order, Determination, and Allotment is made, any Suits or Controversies should happen to arise, or be commenced or prosecuted against all or any of the Persons to whom any Allotment or Allotments should be made in the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, by virtue or in pursuance of the said intended Act, or of the said Articles, his, her, or their Heirs, Executors, Administrators, Successors, or Assigns, in order to the breaking, pulling down, or hindering the said Inclosures, or any Part thereof, or for the taking any Tythe in kind, coming, growing, or arising, in or upon the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, in *Burton Piffa* aforesaid, or any of them, or any Part thereof, or the breaking the Composition or Tythe-rents, so to be paid as aforesaid in lieu of the said Tythes; then; and in all such Cases, for the Defence, maintaining, and keeping up, the said Inclosures, Compositions, and Agreements aforesaid, relating to the same, they the said Owners and Proprietors, Parties to the said Articles, and each and every of them, their, and each and every of their Heirs, Executors, Administrators, and Assigns, should and would contribute and bear, in proportion to their respective Allotments in the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, or any of them, every such Tax or Rate, to be settled and determined by any Two or Three indifferent Persons, to be, from time to time, chosen by the major Part of the Owners and Proprietors of and in the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, who should meet and assemble together, pursuant to Notice to be for that Purpose

pose given by, or by the Appointment of, any Three of the said Owners and Proprietors, for the Time being, in the Parish Church of *Burton Pidsea* aforesaid, on any *Sunday*, immediately after Divine Service, provided that there be Six Days Space at least between such Notice, and the Meeting to be thereby appointed, and that such Meeting be at *Hedon*, in the said County of *York* :

And whereas the executing and effecting the said Agreement would be for the mutual Benefit of all Persons interested in the said open Fields and Grounds, and be of publick Utility; Yet the same cannot be established and rendered effectual to answer the Intention of the Parties without the Aid and Authority of an Act of Parliament :

May it therefore please Your MAJESTY;

Articles confirmed.

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Articles of Agreement, herein before recited and set forth, and the several Covenants, Agreements, Clauses, Matters, and Things, therein contained, shall be, and the same are hereby ratified, established, and confirmed, according to the Tenor and true Meaning thereof; except so far as the same are hereby varied, altered, or otherwise explained.

Commissioners appointed.

And be it further Enacted, by the Authority aforesaid, That the said *John Dickinson*, *John Lund*, and *Robert Buckels*, in the said recited Articles named, together with *William Iverson* of *Hedon*, Gentleman, and *Thomas Carter* of *Roofs*, Gentleman, shall be, and they are hereby appointed, Commissioners for setting out, dividing, and allotting, all the Lands and Grounds in and by the said Articles agreed to be divided and inclosed, and for the putting in Execution the several Trusts, Powers, and Authorities, given and granted unto and vested in them by this Act.

Commissioners to allot the Lands to the several Persons interested.

And it is hereby further Enacted, That the said Commissioners, or their Successors, or any Three or more of them, shall and may, and they are hereby authorized and required, as soon as conveniently may be after such Survey as is mentioned in the said Articles shall have been laid before them, to assign, set out, allot, and appoint, the said several Lands and Grounds lying in the said *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, respectively, and thereby agreed and intended to be inclosed as aforesaid, unto, for, and amongst, the several Persons intitled to Lands, Grounds, and Common Right, in *Burton Pidsea*, in such manner, and subject to the Provisions and Directions herein after contained; and that the several Lands and Grounds which shall be so assigned, set forth, and allotted, as and for the several Plots and Shares of the several Persons intitled to the same, shall be, and are hereby, vested in them respectively, and shall be in Recompence, Compensation, and Satisfaction, as well for the Lands and Grounds now belonging to them respectively, in the said common Fields so intended and agreed to be inclosed as aforesaid, as also for all Cattle-gates, Common of Average, and other Common Right whatsoever, which they or every of them can or may have, claim, or be intitled to, of, in, to, or out of, the common Fields, Lands, and Grounds, so agreed and intended to be inclosed; and after the Execution of the Award of the Commissioners, according to the Tenor and Purport of the said Articles, and this Act, all Common of Pasture, Common of Average, and all other Common Rights whatsoever, in, over, and upon, the said Grounds, Lands, and Premises, so intended and agreed to be inclosed as aforesaid, or any Part thereof, shall cease, determine, and be extinguished.

After the Award made, all Right of Common to cease.

Provided always, and it is hereby Enacted and Declared, That the said Commissioners or their Successors, or any Three or more of them, shall and may, and they are hereby authorized and required to assign, allot, and appoint, such Parcel and Quantity of Land and Ground, of and belonging to the said *Richard Howard*, lying in the said *North Field* and *South Field*, or One of them respectively, unto and for the said *Francis Farrab*, as by the said Commissioners or their Successors, or any Three or more of them, shall (according to the Proportion herein after-mentioned) be deemed to be a Compensation and Equivalent for all the Lands, Grounds, and Common Right, now belonging to him the said *Francis Farrab*, in the said *Deep Carr* and *Ing Carr* respectively; and also to assign and allot the said Lands and Grounds, now belonging to the said *Francis Farrab*, in the said Carr Grounds, unto and for the said *Richard Howard*, as Part of the Lands and Grounds to belong unto, and to be held and enjoyed by him, by Virtue and according to the Tenor of this Act.

Allotments to be made to *Francis Farrab* and *Richard Howard*.

And it is hereby Enacted and Declared, That for every Acre of the said Field Land which shall be assigned and allotted to and for the said *Francis Farrab*, by virtue and in pursuance of this Act as aforesaid, there shall be assigned and allotted to and for the said *Richard Howard*, in Exchange for the same, Two Acres of Land in the *Deep Carr*, or Three Acres in the *Ing Carr*.

In proportion for every Acre of Field Land, two Acres in the *Deep Carr*, or three Acres in the *Ing Carr*.

Provided also, and it is hereby further Enacted and Declared, That in Case the said *Matthew Richardson*, *John Richardson*, *Robert Wallis*, *Benjamin Giles*, *Benjamin Waudby*, *John Coats*, *Thomas Mitchinson*, and *Ann Cook*, or any of them respectively, shall be willing and desirous to exchange all their respective Carr Grounds, for such Quantity and Proportion of the Field Lands of the said *Richard Howard* as aforesaid, and shall signify such their Desire in Writing to the said Commissioners or their Successors, or any Three or more of them, before the First Day of *May* One thousand Seven hundred and Sixty-one, then, and in such Case, it shall and may be lawful to and for the said Commissioners, or their Successors, or any Three or more of them, and they are hereby authorized and required, to assign and allot such Parcels, Quantity, and Proportion, of the said Field Lands, of and belonging to the said *Richard Howard*, unto such of them the said *Matthew Richardson*, *John Richardson*, *Robert Wallis*, *Benjamin Giles*, *Benjamin Waudby*, *John Coats*, *Thomas Mitchinson*, and *Ann Cook*, respectively, as shall so desire the same; and also to assign and allot his, her, and their Carr Grounds respectively, unto and for the said *Richard Howard*, in Exchange for his said Field Lands, and as Part of the Lands to belong to, and to be held and enjoyed by him by virtue of this Act, the same to be set out as near any other Allotment to be made to the said *Richard Howard* as conveniently may be.

Allotments to be made to several other Persons in the same Proportion, if they desire it.

And it is hereby further Enacted and Declared, That each of the several Allotments, to be made in pursuance of this Act, of the Field Lands of the said *Richard Howard* (in Exchange for such Carr Grounds as aforesaid), unto and for the said *Francis Farrab*, and such other Person or Persons as shall desire the same as aforesaid, shall adjoin unto, and be connected with, and be Part of, the Allotments made unto and for them respectively, in the said Common Fields, and as commodious as the same can conveniently be contrived, done, and effected.

Allotments to be laid near the other Lands of the several Parties.

Provided always, That such Copyhold Lands or Grounds, now belonging to the said *Francis Farrab*, *Matthew Richardson*, *John Richardson*, *Robert Wallis*, *Benjamin Giles*, *Benjamin Waudby*, *John Coats*, *Thomas Mitchinson*, and *Ann Cook*, or any of them, in the said *Deep Carr* and *Ing Carr*, which shall be allotted to the said *Richard Howard*, in lieu of or in Exchange for his Field Lands, in pursuance of this Act, the same Copyhold Lands shall be held and enjoyed by him, and remain subject to, and charged and chargeable with, such yearly Copyhold Rents, Dues, Duties, and Services, as they are now charged with, and subject and liable to, respectively.

Copyhold Lands allotted to *Richard Howard* to be subjected to the same Services.

D

And

Yearly Payments
to be made to
George Clapham
in lieu of Tythes.

And it is hereby further Enacted, by the Authority aforesaid, That the said several yearly Payments or Composition Tythe Rents of One Shilling and Four Pence, and One Shilling, respectively, agreed to be paid to the said Dean and Chapter, and the said *George Clapham* the younger, shall be, and are hereby Enacted and Declared to be, in lieu and Discharge, and Compensation and Recompence, for all and all manner of Tythes, coming, growing, or renewing, as well for, out, or in respect of, any Lands or Grounds lying in the *North Field*, the *South Field*, the *Greens*, the *Ing Carr*, and the *Deep Carr*, before mentioned, as for, out, or in respect of, all and every or any of the said old inclosed Lands; of and belonging to the several Persons to whom any Allotment or Allotments of Lands shall be made by virtue of this Act, in *Burton Pidsea* aforesaid; and that immediately after the Execution of the said Award of the said Commissioners, or any Three of them, all Tythes now belonging to them the said Dean and Chapter, and the said *George Clapham* the younger, and arising, growing due or payable, for, out, or in respect of, Lands and Grounds, lying and being in the said common Fields, Pieces or Parcels of Ground, so agreed and intended to be inclosed, or any of the old Inclosures in *Burton Pidsea* aforesaid, shall cease and be extinguished.

Saving of Rights
to the Lord of
the Manor.

Provided always, That nothing in this Act contained shall extend, or be construed to defeat, lessen, or prejudice, the Right, Title, and Interest, of *William Constable*, of *Burton Constable* in *Holderness* in the County of *York*, Esquire, his Heirs, Successors, or Assigns, of, in, and to, the Royalties incident and belonging to the Manor of *Burfwick*; but that the said *William Constable*, and the Lord or Lords of the said Manor of *Burfwick*, for the Time being, shall and may, from time to time, and at all Times for ever thereafter, hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, Mines, Quarries, Goods and Chattels of Felons and Fugitives, Felons of themselves, and put in Exigent, Deodands, Waifs, Estrays, Forfeitures, and all other Royalties, Seigniories, Privileges, and Appurtenances to the said Manor, or to the Lord or Lords thereof, for the Time being, incident, appendant, belonging, or appertaining, in as full, ample, and beneficial a Manner, to all Intents and Purposes, as he, they, or any of them, could or might have held and enjoyed the same, in case this Act had not been made.

Freehold Lands
allotted in ex-
change for Co-
pyhold to be
deemed Copyhold;

Provided always, and be it further Enacted, by the Authority aforesaid, That the Lands or Grounds in the said Fields, the said *Greens*, the *Ing Carr*, and the *Deep Carr*, which shall be allotted as aforesaid to any of the said Proprietors, in lieu or in respect of any Lands or Grounds now belonging to such Proprietor respectively, which are Copyhold, shall, from and for ever after such Award shall be made, as aforesaid, be deemed to be Copyhold (though the same were before Freehold), and shall be held by and under the same Tenure, Rents, Customs, and Services, of the Lord of the same Manor of *Burfwick*, as the Copyhold Lands or Grounds, in lieu or in respect whereof such Allotments shall be made, are now held; and that the Lands or Grounds in the said Fields, the said *Greens*, the *Ing Carr*, and the *Deep Carr*, which are now Copyhold, held of the said Lord, and which shall be allotted as aforesaid to any of the said Proprietors, in lieu or in respect of any Lands or Grounds now belonging to such Proprietor respectively, which are Freehold, shall, from and ever after such Award shall be made, as aforesaid, be deemed to be Freehold (though the same were before Copyhold).

and Copyhold
Lands allotted in
exchange for
Freehold to be
deemed Freehold.

Nothing herein
to make void any
Settlement or In-
cumbrance affect-
ing any of the
Lands.

Provided also, That nothing herein contained shall extend, or be construed, adjudged, deemed, or taken, to revoke, make void, alter, or annul, any Will or Wills, Settlement or Settlements, Surrender or Surrenders, Lease or Leases, or to prejudice any Person having or claiming any Jointure, Dower, Portion, Debt, or Incumbrance, Right, Title, or Interest, out of, upon, or any ways affecting the said Grounds, Lands, and Premises, so intended to be divided and inclosed as aforesaid, or any Part or Parcel thereof, or the said Glebe Lands; but that the Lands and Grounds, so to be assigned and allotted, upon such

such Division and Inclosure, to the several Proprietors respectively, shall, immediately after such Allotments, be, remain, and enure, and, be held and enjoyed, and the several Persons to whom the same shall be assigned and allotted, shall from thenceforth stand and be seised thereof, to such and the same Uses, and to and for such and same Estates, and subject to such and the same Wills, Surrenders, Leases, Limitations, Charges, Tenures, Rents, Services, and Incumbrances, as the Land, Ground, and Common Right, in respect whereof such Allotments shall, by virtue of this Act, or the Articles so far as hereby confirmed, be so made and assigned, should and would have been subject and liable to be charged with and affected by, and in case the same had remained uninclosed; any thing herein contained to the contrary notwithstanding.

Provided always, and be it Enacted, by the Authority aforesaid, That nothing herein contained shall prejudice, defeat, or impeach, the Right, Title, or Interest, of the Vicar of *Burton Pidsea* aforesaid, of, in, and to, the Annuity or yearly Stipend of Twenty-five Pounds, due and payable by the said Dean and Chapter, or their Lessee or Lessees for the Time being, to the Vicar of *Burton Pidsea*, for the Time being; but that the said Annuity or yearly Stipend shall, at all Times hereafter, be paid by the said Dean and Chapter, or their Lessee or Lessees for the Time being, to the said Vicar, and his Successors, for ever: And that nothing herein contained shall lessen, prejudice, defeat, or impeach, the Right, Title, or Interest, of the said Vicar, or his Successors, to any Surplice Fees arising within the Parish of *Burton Pidsea* aforesaid.

Nothing herein to prejudice the Rights of the Vicar of *Burton Pidsea*;

Provided always, and be it further Enacted, by the Authority aforesaid, That nothing herein contained shall lessen, prejudice, defeat, or impeach, the Right, Title, or Interest, of the Clerk of the Parish of *Burton Pidsea* aforesaid, or his Successors, of, in, or to, any Rights, Fees, Dues, or Payments, now due and payable, or to become due and payable, to the said Clerk or his Successors, out of or from any of the Lands or Grounds to be inclosed by virtue of this Act; but that the same Rights, Fees, and Dues, shall be paid by the Person and Persons, to whom any Allotment or Allotments shall be made, in lieu of any Lands and Grounds in the said Field Lands and Carr Grounds now by Law subject and liable to pay the same respectively.

nor the Clerk of the Parish.

And be it further Enacted, That the Award and Determination of the said Commissioners, or any Three of them, for the allotting and dividing the said several open Fields, Pasture Grounds, Pieces or Parcels of Ground, and for directing and ascertaining each Proprietor's Composition, or Tyth-Rent, or yearly Sums, to be paid to the said Dean and Chapter, or the said *George Clapham* their Lessee, his Heirs or Assigns, as by the said recited Articles is agreed; and for the ascertaining and setting forth all public and private Ways, and directing and ordering all the Ditches, Cloughs, Drains, Sewers, Watercourses, Fences, Gates, Bridges, Arches, and Stiles, to be made in and upon the said Inclosures, and all other Matters and Things, to them referred, shall be fairly written and ingrossed on Parchment, and be signed and sealed by the said Commissioners, or any Three of them; and the said Award and Determination, so signed and sealed, and also the said recited Articles of Agreement, shall be inrolled in the Public Register Office, established at *Beverley*, in the East Riding of the County of *York*, by an Act of Parliament passed in the Sixth Year of the Reign of her late Majesty Queen *Anne*, for the Public Registering all Deeds, Conveyances, Wills, and other Incumbrances, that should be made, or that might affect any Honours, Manors, Lands, Tenements, or Hereditaments, within the East Riding of the County of *York*, or Town and County of the Town of *Kingston upon Hull*; and the Register of the said Office, or his Deputy, for the Time being, is hereby required to inroll the said Award and Determination, and the said Articles of Agreement, in the proper Book for inrolling of Bargains and Sales of Lands; and a true Copy of the said respective Inrollments, under the Hand of the said Register or his Deputy, shall be allowed as Evidence in all Courts of Law and Equity; and the said Register or his Deputy, shall

Award of the Commissioners to be inrolled;

and a Copy under the hand of the proper Officer to be allowed as Evidence.

be

be intitled to such Fees for such Inrollment, and Copy thereof, only as are allowed to him by the said Act, for inrolling any Bargain and Sale and Copy thereof; and the Register or his Deputy, shall permit and suffer any Person or Persons whomsoever, from time to time, and at all Times, within the Office Hours of Attendance, to peruse or inspect the Inrollment of the said Award and Articles, at the said Public Office, paying to the said Register or his Deputy, for every such Perusal and Inspection, One Shilling, and no more.

How the Charges
of the Act and
the Commission-
ers shall be de-
frayed.

And be it further Enacted, That all the necessary Costs and Charges which the several Persons interested in the said intended Inclosure shall have sustained or be put unto, in or about the obtaining and passing this present Act, or for or on Account of any Proceedings in Parliament, or otherwise concerning or relating to the same, and also all the necessary Costs and Charges of the surveying, dividing, and allotting, the said Lands and Grounds, so intended to be inclosed as aforesaid, and of the preparing and inrolling the said Award and Articles, and all other necessary Charges and Expences of the said Commissioners, and other necessary Expences in, about, and concerning the Premises, shall be borne and defrayed by all the said Owners and Proprietors of the said Lands and Grounds, so appointed to be inclosed as aforesaid, according to their respective Interests in the same, to be settled and ascertained by the said Commissioners, or any Three of them; and in case any of the Persons aforesaid shall refuse or neglect to pay his, her, or their Share or Proportion of the said Charges, then the said Commissioners, or any Three of them, shall and may, by Warrant under their Hands and Seals, cause the same to be levied by Distress and Sale of the Goods and Chattels of any Person or Persons, so refusing to pay the same, or upon the Lands so to be allotted to him, her, or them, as aforesaid, rendering the Overplus, if any be, to such Person or Persons, the Costs of such Distress and Sale being first deducted.

Provided nevertheless, That the said Dean and Chapter shall not be charged with, or liable to pay or contribute, to any Part or Proportion of the Expences aforesaid, or of the Inclosing, Hedging, Fencing, and Ditching, the Allotments to be made to them, or their Lessee or Lessees; but that the same, and the supporting, maintaining, and keeping in Repair, such Hedges, Fences, and Ditches, as the said Commissioners, or any Three of them, shall, in and by their said Award, order and direct, shall for ever thereafter be all paid and born by the said *George Clapham*, or by the Lessee or Lessees of the said Dean and Chapter for the Time being.

Proprietors to in-
close their Allot-
ments within a
Time to be limit-
ed by the Com-
missioners.

And be it further Enacted, by the Authority aforesaid, That each and every of the said Owners and Proprietors of the said Lands and Grounds, shall inclose and fence such their several and respective Parts, Shares, and Proportions, to be to them respectively allotted therein as aforesaid, within such Time, and in such Manner, as the said Commissioners, or any Three of them, shall, by such their Award in Writing, under their Hands and Seals, or under the Hands and Seals of any Three of them, direct and appoint; and that in case any Person or Persons, seised or intitled, in his, her, or their own Right, or as Guardian, Trustee, or Committee, for any Infant, Feme Covert, or Lunatick, or Person beyond the Seas, shall neglect or refuse to accept and inclose his, her, or their Share or Allotment, within the Times to be limited by the said Commissioners, or any Three of them, then the said Commissioners, or their Successors, or the Survivors, or any Three or more of them, shall and may, and they are hereby authorized and impowered, by Indenture, under their Hands and Seals, or by Surrender, to mortgage and convey the same Shares and Allotments, unto any Person or Persons, who shall be willing to inclose, hedge, ditch, and fence the same respectively, his, her, or their Heirs or Assigns, for securing such Sum or Sums of Money, to be mentioned and expressed in the said Indenture or Surrender, for that Purpose, as by the said Commissioners or their Successors, or the Survivors, or any Three or more of them, shall be thought necessary and sufficient to pay and defray the Charges and Expences of obtaining this Act, and of such Inclosing, Hedging,

Fencing,

Fencing, and Ditching, and to be made payable, with Interest for the same, within a reasonable Time in the said Mortgage to be limited in that Behalf, to the Person or Persons who shall so inclose, hedge, fence, and ditch the same, by the respective Person or Persons who would, for the Time being, be intitled to such Share or Allotment respectively, in case the same were accepted, pursuant to, and according to the Tenor and true Meaning of, this Act, and to be subject to Redemption by such Person or Persons respectively, upon Payment of the principal Money and Interest to be charged thereupon, within the Time so to be limited, and not otherwise.

And be it further Enacted, by the Authority aforesaid, That until the said Commissioners, or any Three of them, shall make their Award as aforesaid, all the Tillage Lands in the said Fields, Pieces or Parcels of Ground, shall be kept, ordered, and continued in a due Course of Husbandry, as the same now are used, and no Meadow or Pasture, or fresh Ground, in the same Fields, Pieces or Parcels of Ground, or any of them, or in any of the said Pastures, Pieces or Parcels of Ground, now used, or stocked with Cattle as aforesaid, shall be before that Time ploughed up, or used in Tillage.

The same Course of Husbandry to be used till the Award made.

And be it further Enacted, by the Authority aforesaid, That the said Commissioners, or any Three of them, shall, and they are hereby required to cause Notice to be given and published, on some Sunday, in the Parish Church of *Burton Pidsea* aforesaid, immediately after Divine Service, where and when the said Commissioners intend to meet, in order to put this Act in Execution; and also by affixing a like Notice in Writing on the Door of the said Church; and such Notice shall be given Twenty Days before such Meeting: And when and after such Commissioners, or any Three of them, shall have met, according to such Notice, such Commissioners, or any Three of them, so met, are hereby impowered and authorized to adjourn, and continue such Meetings by Adjournment, from time to time, for the due Execution of this Act, without any other Notice being given; but if any Meeting of the said Commissioners shall be held, and such Meeting shall not be continued by Adjournment, then such Notices as aforesaid shall be given, from time to time, as is herein before directed, before any other Meeting of the said Commissioners shall be held, in order further to put this Act in Execution.

Commissioners to give notice of their Meetings to put the Act in Execution.

And be it further Enacted, by the Authority aforesaid, That if any One or more of the said Commissioners shall die, or refuse to act, it shall and may be lawful for the surviving Commissioners, or the major Part of them, within One Month after the Death or Refusal to act of such Commissioner or Commissioners, by any Writing or Writings, under their Hands and Seals from time to time, to elect One or more fit Person or Persons, not interested in the said Fields and Grounds, to be a Commissioner or Commissioners, in the Place and Stead of such Commissioner or Commissioners who shall die or refuse to act, and such Person or Persons so to be elected as aforesaid, shall act in the Execution of this Act, as fully and effectually, to all Intents and Purposes, as if he or they had been herein appointed a Commissioner or Commissioners.

How other Commissioners shall be chosen in the room of those who shall die or refuse to act.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners, or any Three of them, in making the Allotment and Allotments to each Owner and Proprietor, of and in the said several open Fields, Pieces and Parcels of Ground, agreed and intended to be inclosed and divided, shall, for the equal and mutual Benefit and Convenience of each of the said Parties, lay all the Lands and Grounds of each of the said Parties therein respectively, lying dispersedly in the said Fields, Pieces or Parcels of Ground, intended to be divided and inclosed, all in One or more, and in as few intire Fall or Falls, Parcel or Parcels, Flatt or Flatts, and as near to each of the said Parties,

The several Allotments to be laid in as few Plots and as convenient for the several Proprietors as can be done.

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Farm-

Farm-houses, and Premises, in *Burton Pidsea* aforesaid, as may be, and as they the said Commissioners, or any Three of them, shall, in making their said Award, think most equal and convenient; the said Commissioners, having a due Regard, as well to the Quantity, Quality, and Value of each particular Person's Right, Share, and Interest, which he, she, or they, now severally and respectively enjoy, as to the Quantity, Quality, Value, and Convenience, of the Lands to him, her, or them, to be allotted and awarded as aforesaid.

Trustees or Tenants for Life may, with the Approbation of the Commissioners, borrow Money on the Allotments to fence them, and pay necessary Charges.

And whereas several of the Owners and Proprietors of Lands, so intended to be divided and inclosed as aforesaid, may have Occasion to borrow Money, to pay off and defray their respective Shares and Proportions of the Charges and Expences incident to and attending such Division and Inclosure, and the Obtaining this Act, and cannot, by Reason of some Settlement or Settlements already made of the said Lands and Premises, or some Part or Parts thereof, or other Impediments or Incumbrances respectively affecting the same, make an effectual Security thereon for the Money so to be to them respectively advanced and lent for the Purposes aforesaid; **Be it therefore further Enacted**, That it shall and may be lawful to and for the Husbands, Guardians, Trustees, or Committees, of any of the said Owners or Proprietors, being under Coverture, Minors, Lunatics, or beyond the Seas, and to and for all Persons acting as Guardians, Trustees, or Committees, of any of the said Owners or Proprietors, being under Coverture, Minors, Lunatics, or beyond the Seas, and for every or any of them for the Time being, and also to and for all and every or any of the said Owners and Proprietors, being Tenants in Tail or Tenants for Life only, and to and for every or any of them respectively for the Time being (except the said *George Clapham* the younger, in respect to the said Glebe Lands held under Lease from the said Dean and Chapter as aforesaid), by and with the Consent and Approbation of the said Commissioners, or any Three of them, testified in Writing under their Hands and Seals, from time to time, to charge and mortgage the Lands and Grounds which shall be assigned and allotted to them the said Owners and Proprietors respectively, by virtue and in pursuance of this Act, with any Sum or Sums of Money, not exceeding the Sum of Fifty Shillings for every Acre of the Lands and Grounds so to be allotted to them respectively, to be paid to such Person or Persons as the said Commissioners, or any Three of them shall appoint, in order to be applied and disposed of for the Purposes before-mentioned; and for the securing the Re-payment of such Sum and Sums of Money, with Interest for the same, to grant, charge, mortgage, lease, or demise, or otherwise subject the Lands and Grounds so to be assigned and allotted as aforesaid, or any Part or Parcel thereof, unto such Person or Persons as shall advance and lend the same respectively, for any Term or Number of Years, so as such Grant, Charge, Mortgage, Lease, or Demise, be made with a Proviso or Condition to cease and be void, or with an express Trust to be surrendered, when such Sum and Sums of Money, thereby to be secured, with the Interest thereof, shall be fully paid and satisfied: And every such Grant, Charge, Mortgage, Lease, or Demise, of the said Grounds, Lands, or Premises, or any Part or Parts thereof, so to be made in pursuance of this Act, shall be good, valid, and effectual in the Law, for the Purposes thereby intended, notwithstanding the Want of legal Title in the said Husbands, Guardians, Trustees, or Committees, or in the Persons acting as such, or in the said Tenants in Tail, or Tenants for Life only; any Settlement or Settlements, Will or Wills, Trust, Use, Remainder, Limitation, or other prior or former Incumbrance of or concerning the same Grounds, Lands, and Premises, or any Part or Parts thereof then in being, or capable of taking effect, to the contrary in any-wise notwithstanding.

General Saving.

Saving all ways, to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and

and their Heirs, Successors, Executors, and Administrators (Other than the Parties named in the said Articles, and all and every other Person and Persons, to whom any Lands or Grounds shall be allotted by virtue and in pursuance of this Act, his, her, and their Heirs, Successors, Executors, and Administrators respectively); All such Estate, Right, and Title, and Interest, as they, every or any of them, had and enjoyed, of, in, to, or out of, the same Lands and Grounds, or any Part thereof, before the passing of this present Act, or could or might have had and enjoyed, in case this Act had not been made.

A C T

FOR

*Confirming and Establishing Articles of
Agreement for Dividing and Inclosing
certain open and common Fields in
Burton Pidley in Holderness, in the
County of York.*

[1761.]

[18]

And that the said Surveyors, Executors, and Administrators (Governing the said Towns)
in the said Articles, and in every other Part of the said Articles, to whom any Lands
or Grounds shall be allotted by virtue and in pursuance of the said Act, the said Act, and the
said Articles, Executors, and Administrators (Governing the said Towns): All such Estates, Rights,
and Titles, and Interests, as a copy or part of them, had and enjoyed of, in, to, or out
of the same Lands and Grounds, or any Part thereof, before the passing of the
said Act, or could or might have had and enjoyed, in or out of the said Act had not been